Stratus Industries, LLC WebSites Terms and Conditions of Use

Introduction

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Your use of any of the Sites constitutes Your acceptance and agreement to all the Terms and Conditions. Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Sites, all of which are incorporated into these Terms and Conditions. You will be bound by such additional terms should You use the specific features or portions of the particular Sites. If these additional terms conflict with these Terms and Conditons, the additional terms shall apply.

1. Terms and Conditions, Generally.

You are free to use the Sites to learn more about Stratus Industries and its products. You may also view products, and submit questions with respect to product use and availability. The Sites and all material posted on the Sites or otherwise approved by Stratus Industries, LLC (collectively, "Licensed Content") may be used for the sole and limited purposes set forth in the Sites and these Terms and Conditions. You may view and print portions of the Licensed Content for Your own internal use, but not for resale or other commercial exploitation, and not for use other than as provided in these Terms and Conditions. Any other use of Licensed Content without Stratus Industries, LLC's prior written approval is forbidden.

2. Product Information.

Stratus Industries uses commercially reasonable efforts to provide accurate information, but sometimes the laws and regulations applicable to Stratus Industries, LLC's industry do change. As such, information contained on the Sites may not be current, accurate or complete. Because many factors go into the decision-making process of purchasing a given product and everyone's particular circumstances and needs may differ, the Licensed Content is provided for informational purposes only. Stratus Industries can't ensure or guarantee and does not warrant that Your product selection will be accurate, meet Your (or, if applicable, Your customer's) particular needs or requirements or that the recommendations, regulations or other information provided by Stratus Industries, LLC is complete, accurate or current. Please read and follow all

instructions contained in product manuals. Each claim or statement made by Stratus Industries about the effectiveness of its products and/or comparing the effectiveness of Stratus Industries' products to that of others and all use of the Sites is expressly limited to the United States unless otherwise stated on the Sites. If a product offered by Stratus Industries and purchased through the Sites is not as described, Your sole remedy is to return it in its original, unused form and receive either a replacement of the product You purchased, a refund of the price You actually paid or other remedy provided pursuant to the manufacturer's warranty. Please address all product complaints as provided in the materials provided on purchase. Do not make product complaints through the Sites. Product description and pricing is subject to correction and change. Stratus Industries, LLC may refuse or cancel product orders placed at an incorrect price, or based upon erroneous promotion terms, whether or not the order has been confirmed. Stratus Industries, LLC's obligations, if any, with respect to its products and services are governed solely by the specific agreement through which they were provided. Sales made through the Sites, if any, are governed by Stratus Industries, LLC's Standard Terms and Conditions of Sale and/or Invoice-Terms and Conditions.

WARNING: Some of the information and advice on the Sites may be provided by third party contributors not affiliated with Stratus Industries, LLC. Stratus Industries, LLC makes no representation as to the truth, thoroughness, or accuracy of such information or advice.

3. Privacy; Security of Information.

Stratus Industries values its relationship with visitors and customers and strives to safeguard any personal information collected through the Sites. Nevertheless, the internet is an open medium and no data transmission through the internet is completely secure. You transmit Your personal information at Your own risk. Stratus Industries, LLC does not guaranty or warranty the security of information You transmit.

Information Collected: In general, You may visit the Sites without telling Stratus Industries, LLC who You are or revealing personal information about Yourself. However, Stratus Industries, LLC may use various technologies (such as cookies, web beacons, pixel tags, click-through URL links) to collect non-personally identifiable information discernable as a result of Your visit. This may include, without limitation, Your IP address, web pages requested or viewed, date, time and domain type, demographic information and responses to surveys, promotions and advertisements. Information gleaned from Your browser is automatically received and recorded on server logs. As technology evolves, information may be gathered through other means as well. You may set Your browser either to notify You when You receive a cookie or to refuse to accept cookies.

Information that personally identifies You, such as Your name, address, e-mail address, telephone number as well as demographic data specific to You may also be collected from a variety of sources. You may provide personally identifiable information directly, it may be gleaned through the Sites or collected from other sources.

Information Use/Sharing: Stratus Industries, LLC will not trade, sell or share Your personal information with third party marketers without Your consent unless required by law or as disclosed to You as provided in these Terms and Conditions or when the information is collected. Stratus Industries, LLC may use any information gained through the Sites for any legal purpose. Personal information is required to fulfill Your requests for products, literature or other information, to provide product support, product research, answer questions, correct problems with the Sites, to notify You of new or improved products or product uses, to enlist Your participation in email campaigns, surveys, promotions, sweepstakes or contests, to customize Licensed Content, improve customer support services, or conduct research, advertising, marketing and promotional campaigns, to provide anonymous reporting for internal use and to third parties. Information collected from any source may be combined to improve products and services and enable more targeted, tailored communications. It may also be aggregated and made available without identifying You to ascertain trends, products, security/privacy patterns and research, internal record keeping and reporting, measuring and reporting learning, performance and other statistical information concerning any aspect of the Sites.

If Stratus Industries, LLC were to merge with or be acquired by another company or if it were to cease operations, Your information may be transferred to the surviving or acquiring company and will then be subject to that company's privacy policy which may be different from that of Stratus Industries, LLC. Your personal information may be disclosed if there is reason to believe that disclosure is necessary to identify, contact or bring legal action to enforce any legal rights, including against You or a third party, for nonpayment, violation of any agreement, and to prevent injury to or interference with Stratus Industries, LLC's rights or property, the rights or property of users of other Sites or anyone else that could be harmed by such activities. Stratus Industries, LLC may disclose or access account information when it believes, in good faith, that disclosure is required by law, for administrative and other purposes deemed necessary to maintain, service and improve Stratus Industries, LLC products and services and to protect its rights or property. By accessing and using the Sites, You agree that information You have provided may be used and disclosed as described above or as these Terms and Conditions may be modified from time to time.

Notice to California residents about your California privacy rights: In addition to the other rights described in this policy, if You are a customer residing in California, You have the right to request information regarding the third parties with whom Stratus Industries, LLC has shared customer personal information for direct marketing purposes during the past year, if any. You have the right to submit a request to Stratus Industries, LLC at its designated address and receive the following information within 30 days of its receipt of that request: (1) the types of personal information disclosed to third parties during the immediately preceding calendar year, (2) the names and addresses of third parties that received the personal information, and (3) if the nature of a third party's business cannot be reasonably determined from the third party's name, examples of its products or services. You are entitled to receive a copy of this information in a standardized format. Information provided will not be specific to you individually. All such requests must be in writing and sent to Stratus Industries, LLC's designated address set forth in Section 14.

4. User Rules of Engagement/Conduct.

In general, Stratus Industries, LLC expects visitors to interact with Stratus Industries, LLC and other users of the Sites in a courteous manner and in compliance with all laws. Vandalism, obscene or abusive language, harassment, threats, or abuse of any nature or form on the Sites, including via e-mail, post or other transmission is strictly prohibited. Impersonation of others or misrepresenting Your affiliation with Stratus Industries, LLC or another is prohibited. You may not upload to, distribute or otherwise publish through the Sites any material that you know is false, misleading, contains viruses or malicious code, defamatory, vulgar, obscene, threatening, libelous, infringes upon another's proprietary rights is invasive of another's privacy or publicity rights, hateful, racially or ethnically objectionable or which may constitute or encourage a criminal offense, violate any law or another's rights or otherwise give rise to liability.

You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Sites, disclose proprietary or confidential information or otherwise infringe another's patent, trademark, trade secret, copyright or other proprietary right ("Rights"). You may not upload chain letters, pyramid schemes, solicitations, or commercial material of any sort to the Sites, use the Sites to solicit others, advertise or promote anything. Framing, in-line linking or other means of associating the Sites, Marks or Licensed Content with another or with any material, link or information not originating with Stratus Industries, LLC is expressly prohibited.

You may not probe, scan or test the vulnerability of the Sites or any networks. You many not use any"deep-link,""page-scrape,""robot,""spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Sites or Licensed Content. You may not reproduce or circumvent the navigational structure or presentation of the Sites or any Licensed Content, circumvent the security features or attempt to access any materials or information through any means not purposely made available by Stratus Industries, LLC through the Sites. Any attempt to interfere with or disrupt the Sites, its servers, networks, Software, equipment or database connected to the Sites, whether via malicious code, files or other means, or attempts to disassemble, reverse engineer or decompile any Software, trace the information of any other user or visitor, circumvent security features such as passwords, or take any action that compromises the privacy or security of the Sites, users or other visitors is strictly prohibited.

5. Social Media/User Submissions.

Any comments, blogs, discussions, data, images, sounds, text, product ideas, suggestions or enhancements, as well as anything embedded therein, material, information or other communication You transmit, upload or post to the Sites, generally and through the public forums, or email to Stratus Industries, LLC (collectively,"Communications") are non-confidential and nonproprietary and become the property of Stratus Industries, LLC. Stratus Industries, LLC has no obligation to preserve the confidentiality of or refrain from disclosing any Communications. You recognize and acknowledge that Your submission of any suggestions, ideas, images, sounds, enhancements, data or other material is done on a non-confidential, non-proprietary basis, without expectation of compensation or attribution of any sort. Stratus Industries, LLC has no liability for and will be free to copy, disclose, distribute, incorporate and

otherwise use all or any part of any Communications for any and all commercial or noncommercial purposes in any medium whatsoever and without additional consent or approval from You. Please exercise caution and discretion in disclosing personal information through, including uploading photos to, any public forums.

You are solely responsible for Your Communications and Your activities on the Sites. Although Stratus Industries, LLC will not, and has no obligation to, monitor Your Communications, it has the right not to post or publish Licensed Content and/or Your Communications and to delete, remove or edit any Licensed Content and or Communications at any time in its sole discretion without notice or liability of any notice or sort. Under no circumstances is or will Stratus Industries, LLC or its affiliates be liable in any way for any Communications, Your or another's use of the Sites or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content, or for loss or damage of any kind incurred as a result of the use of any Licensed Content via the Sites. Product performance, capability or other claims made through public, interactive areas provided on the Sites have not undergone review, testing, or research by Stratus Industries, LLC to substantiate such claims. Stratus Industries, LLC cautions You not to use products for any purpose or in any manner other than as expressly set forth in the product user manual.

6. Children.

Stratus Industries, LLC recognizes that parents or other adults often purchase products for family use, including use by minors. However, Stratus Industries, LLC does not target or market to, and the Sites are not intended for use by, children under age 13. Stratus Industries, LLC does not knowingly and will not intentionally contact or request personal information from children under the age of 13 for marketing purposes. Stratus Industries, LLC will not contact children under age 13 about promotions, for marketing or any other purpose without a parent's permission, nor will it ask for more personal information than is reasonably necessary to participate in a given activity. If Stratus Industries, LLC learns that a child under 13 has submitted its personal information, it will attempt to delete the information as soon as possible or seek parental consent. Upon receipt of parental consent, children under the age of 13 may access family accounts. However, the Sites does not filter ads or other material children may view through the Sites or linked Sites, some of which may be inappropriate for children.

7. Indemnification.

You agree to indemnify, defend, release and hold Stratus Industries, LLC, its officers, directors, suppliers, service providers, co-branders or other partners, agents and employees, and those of its affiliates, harmless from all claims, demand, damages, fees and costs of any nature, including reasonable fees of attorneys and other professionals, due to or arising out of anything You submit, transmit through or upload to the Sites, Your use of the Sites, Your connection to the Sites, Your violation of these Terms and Conditions, Stratus Industries, LLC's Standard Terms and Conditions of Sale and/or Invoice Terms and Conditions, or Your violation of any Rights. In the event You provide registration or other information that is untrue, inaccurate, fraudulent, or out of date, You agree to indemnify Stratus Industries, LLC for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and

other professionals) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against Stratus Industries, LLC by any third party based upon the information You provide or Your use of the Sites.

8. Modifications to the Sites, Terms and Conditions.

From time to time Stratus Industries, LLC may change the Licensed Content, the products and services offered, disable certain features of the Sites or expand the Sites' capability. Stratus Industries, LLC also reserves the right at any time and from time to time to modify these Terms and Conditions, the Sites, their functionality and capabilities and/or discontinue, temporarily or permanently, the Sites (or any part thereof) with or without notice. You are responsible for regularly reviewing these Terms and Conditions. You agree that Stratus Industries, LLC shall not be liable to You or to any third party in any way.

9. Terminating Access/Agreement.

Stratus Industries, LLC, in its sole discretion, may suspend or terminate Your access, registration/membership or use for any reason, but especially if Stratus Industries, LLC believes that You have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Stratus Industries, LLC may also, in its sole discretion and at any time, discontinue providing the Sites, or any part thereof, with or without notice. Stratus Industries, LLC may suspend, terminate and/or bar further access to the Sites at any time without prior notice to You. Stratus Industries, LLC shall not be liable to You or any third party for any suspension or termination of Your access to or use of the Sites.

10. Links to other Websites.

The Sites may contain links to other internet websites or resources. When You link to those websites, You leave the Sites. Stratus Industries, LLC has no control over such websites, their content and resources or the business practices or policies of operators of such websites. The privacy terms set forth in these Terms and Conditions do not apply to the practices of any companies or individuals operating the linked websites. Please use caution and review the privacy policies of any of these websites that You visit to learn more about their information-gathering practices. Stratus Industries, LLC expressly disclaims all responsibility or liability for the availability or accuracy of such external websites or resources or the content, does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such Sites or resources. The inclusion of any link on the Sites does not imply that Stratus Industries, LLC endorses the linked websites. You further acknowledge and agree that Stratus Industries, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any goods, services or materials available on or through any such link, website or resource.

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12. LIMITATIONS OF LIABILITY; DISCLAIMERS.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

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B. STRATUS INDUSTRIES, LLC MAKES NO WARRANTY (I) THAT THE SITES WILL MEET YOUR REQUIREMENTS, (II) THAT ACCESS TO THE SITES WILL BE UNINTERRUPTED OR TIMELY, THAT THEY ARE SECURE, OR THAT LICENSED CONTENT IS ACCURATE OR ERROR-FREE, (III) THAT PRODUCTS WILL BE AVAILABLE, ACCURATELY DEPICTED OR PRICED, (IV) THAT THE RESULTS OBTAINED FROM USE OF THE SITES WILL BE ACCURATE OR RELIABLE, (V) THAT THE QUALITY OF ANY PRODUCTS, THE SITES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR (OR YOUR CUSTOMER'S) EXPECTATIONS, OR (VI) THAT PRODUCTS WILL BE PROPERLY DELIVERED IN PROPER AMOUNTS.
C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE.
D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM STRATUS INDUSTRIES, LLC OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS OR OTHERWISE APPLICABLE PURSUANT TO YOUR PURCHASE OF STRATUS INDUSTRIES, LLC PRODUCTS.
E. STRATUS INDUSTRIES, LLC IS NOT LIABLE FOR ANY PRODUCT WARRANTIES NOT EXPRESSLY SET FORTH ON THE SITES OR PROVIDED WITH THE PRODUCT PACKAGING.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT STRATUS INDUSTRIES, LLC SHALL NOT BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STRATUS INDUSTRIES, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT OF OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE, ACCURACY OF THE INFORMATION, PRODUCTS AND MATERIALS SHOWN OR AVAILABLE FROM THE SITES OR ANY OTHER MATTER RELATING TO YOUR ACCESS TO OR USE OF THE SITES. IN ANY CASE, STRATUS INDUSTRIES, LLC'S SOLE LIABILITY, AND THAT OF ITS LICENSORS, SUPPLIERS AND BUSINESS PARTNERS, IS LIMITED TO FIVE DOLLARS ($5.00). YOUR LEGAL RIGHTS WITH RESPECT TO THESE DISCLAIMERS AND WAIVERS MAY VARY FROM JURISDICTION TO JURISDICTION. WITHOUT INTENDING TO LIMIT THE FOREGOING, YOU MUST BRING ANY CLAIMS YOU MAY HAVE AGAINST STRATUS INDUSTRIES, LLC WITHIN SIX (6) MONTHS OF THE DATE THE CLAIM AROSE OR BE FOREVER BARRED. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. Notice.

Notices to You may be made via either email or regular mail. Stratus Industries, LLC may also provide notices of changes to these Terms and Conditions or other matters by displaying notices or links to notices to You generally on the Sites.

14. Trademarks; Intellectual Property.

The words "Stratus Industries, LLC," the Stratus Industries, LLC logo and all Stratus Industries, LLC's individual product logos, individually and/or as may be combined with one another, including, but not limited to, "Undercover Lights" and "Raptor Grab" are proprietary trademarks of The Stratus Industries, LLC. This list is not exhaustive and the absence of a Mark from this list should not be viewed as a waiver by the owner of any of its rights concerning that Mark.

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after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect.